

Agreement cont's

THIS agreement made the 12th day of April in the year 1965, by and between the City of Lebanon, Indiana, hereinafter called the Owner, and Butler Fairman and Seufert, Incorporated, hereinafter called the Engineer.

WITNESSETH that whereas, the Owner intends to retain the Engineer to provide the following services:

1. Evaluate and make recommendations for the improvement and expansion of the storm sewer system serving the City of Lebanon.
2. Evaluate and make recommendations for the replacement and repair of the bridges located within the limits of the City of Lebanon.

NOW therefore, the Owner and the Engineer, for the considerations hereinafter named, agree as follows:

The Engineer agrees to perform for the Owner any and all engineering services that may be required, namely:

1. Consult with Owner to discuss services to be performed.
2. Consult with any and all governmental agencies necessary in order to complete the work required.
3. Furnish all reports, maps and documents necessary for the completion of work that shall be directed by the Owner.

The Owner agrees to pay the Engineer as follows:

Engineers	\$12.00 per hour
Draftsmen	8.00 per hour
Field men	8.00 per hour
Clerical	6.00 per hour

Above hourly rates include profit, taxes, overhead, travel and expense incidental to the work to be performed. The Owner agrees to pay the Engineer each month after the Engineer files a claim showing the services rendered to date.

The Engineer shall work under the direction of the Owner and shall begin work and/or terminate it only upon written order by the Owner.

It is further understood and agreed that, the sum of the hours required to carry out the work times the afore mentioned hourly rates shall not exceed twenty-five hundred (\$2500.00) dollars.

The Owner may provide field personnel to assist the Engineer in carrying out the various phases of work to be performed. These assistants shall be employees of the City of Lebanon but their duties shall be as directed by the Engineer. The use of these assistants shall be determined by the Engineer. It is further understood and agreed that the Engineer retains the right to use assistants regularly employed by him and is not limited to the use of personnel provided by the City of Lebanon, Indiana.

The Engineer shall make or cause to be made all borings and sub-surface explorations and the analysis thereof, if required; the cost of which shall be paid for by the Owner.

If the Owner shall direct or cause the Engineer to revise the work performed, or any part thereof, then the Owner shall compensate the Engineer for the services required to make the revisions in accordance with the hourly rates named above.

The Owner and the Engineer hereby agree to the full performance of the covenants contained herein.

In witness whereof, the parties hereto have executed this agreement, the day and year first written above.

OWNER

CITY OF LEBANON, INDIANA  
BOARD OF PUBLIC WORKS

H. L. Ransdell

Robert M. Campbell

O. A. Kincaid

ENGINEER

BUTLER FAIRMAN AND SEUFERT  
INCORPORATED

Ned R. Fairman  
President

Robert F. Butler  
Secretary

#### CONTRACT FOR JOINT USE OF DUMPING GROUND

THIS AGREEMENT made and entered into this 18th day of May, 1964, by and between the Board of Commissioners of the County of Boone, State of Indiana, hereinafter called the County, and the Board of Public Works and Safety, of the City of Lebanon, Indiana, hereinafter called the City, is as follows:

It is the desire of the County to secure the use of suitable land for dumping purposes, for the benefit of the citizens and taxpayers of Boone County, and the City is the owner of approximately 129 acres of land, located in Section 9, Township 19 north, Range 1 west in Washington Township, which lies along the east side of U. S. Road No. 52 and that said City has set aside and are using a portion of said ground for dumping purposes. It is the further desire of the parties that said dumping ground be made available to all the citizens of Boone County.

For and in consideration of the payment of the sum of One thousand (\$1,000.00) Dollars annually, the City hereby grants and leases to Boone County for a period of Five Years from the date herof, the right of joint use of that portion of said above described land reserved by the City for dumping purposes,